## Page 1 of 4

#### **Electronically Recorded**

Official Public Records

**Tarrant County Texas** 

12/15/2009 3:46 PM

D209326677

Diga Kinken

Suzanne Henderson

PGS 4

\$28.00

Submitter: SIMPLIFILE



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

# <u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

ELECTRONICALLY RECORDED BY SIMPLIFILE tawking, Leslie et ox Mary

Ву: \_\_\_\_\_

CHK01032

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode:13130

# PAID-UP OIL AND GAS LEASE

(No Surface Use)

land, hereinafter called leased premises:

#### See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>0.182</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term 'gas' as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of § (five) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

- security of Lessees request my statistical of supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any which nopullate hereunder, the number of gross access above specified shall be deemed corred, whether adulty more or for land and produced on the control of the co
- of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

  8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days ownership shall have the effect of reducing the rights of days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to the interest, and



- 10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or Jands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonately necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pleptines, tranks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, starks, water wells, disposal wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, starks, water wells, of producined to the lesse of premises, socret water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted berein shall apply (a) to the entire leased premises described in Paragraghn 1 shall were not all the producine of the lease of the premises or lands pooled therewith, the ancillary rights granted berein shall apply (a) to the market lease of the premises of shall be produced less than 200 feet from any house or barn mow on the leased premises or other lands used by Lessee herewarder, without Lessor's consent, and Lessee shall pay to greations to buildings and other improvements only the producing of the producing of the lease of premises or such other lands of the lease of premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, and on the lands of the lease of th

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

L COCOD MAN				• •		
LESSUR (WHI	ETHER ONE OR MOR	<b>=</b> )		100.	11 1 -	. 1
<u> </u>	1 ausler	· · · · · · · · · · · · · · · · · · ·	_	V Vary VM	· Manku	<del>&gt;</del>
h.las.	14 conti	n5		mari 1	n. Hack	c 165
l .	• •	<u> </u>	_	1 252 5	<del></del>	<u> </u>
	505	<i>,</i> ,	_	<u> </u>	<u> </u>	
Leslie	e w. Hawk	1145				
OTATE OF T			ACKNOWLED	GMENT		
STATE OF T		<i>y</i>				
Thispace	umont was acknowl	edged before me on t	<u>he 2977</u> day of <u>A</u>	ugust 20 09 by Les	stre W. He	in hins
319	101	HN DAHLKE	78	011	9.111.	
in the state of th	/2/4-1 =	SOUND CREED OF ICKED	il.	Notan Public State of Tayas		
My Commission Expires October 04, 2009				Notary's name (printed) Notary's commission expires:	Toha Dah	IRE.
	anne.	DDC1 04, 2007	<u>J</u>	Notary's commission expires:	oct 200	
			ACKNOWLED	GMENT 4	out Loc	7
STATE OF T		6				
COUNTY OF	Tarrowy	odaad bafara waa ay t	na 79th day of A	wast on all M	11 11 1	In the co
11113 111511	United Was acknown	eugeu betore me on t	ile <u>ex r</u> uay di <u>z r</u>	lugust 20 09 by M	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	142116)
Wality a	JOHN	DAHLKE		Elader		
	Notary Publi	c. State of Texas	4.	Notary Rublic, State of Texas Notary's name (printed):		116
My Commission Expires October 04, 2009				Notary's commission expires:	1045 120	9116
				4	i Oct 200	<i>0</i> 7
STATE OF T	EYAC		CORPORATE ACKNO	WLEDGMENT		
COUNTY OF						
This instr	ument was acknowle	edged before me on t	he day of	, 20, b	·y	of
		a	corporation, on behalf	of said corporation.		
				Notary Public, State of Texas		
				Notary's name (printed): Notary's commission expires:		
				notary's commission expires.		
			RECORDING INFO	RMATION		
STATE OF T	EXAS					•
County of		<u>-</u>				
This issue		and an the	alante and	, 20	-4	.1.11.
	I duly recorded in	ecold on the	day or _	, 20	, at	o'clock
Book	, Page	, of the	records of this	office.		
				Ву		
					(or Deputy)	

## Page 4 of 4

### Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the \$\frac{100}{29}\$ day of \$\frac{100}{200}\$, by and between, CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, as Lessee, and Leslie W. Hawkins and wife, Mary M. Hawkins, as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.182 acre(s) of land, more or less, situated in the W. Mann Survey, Abstract No: **1010**, and being Lot 28, Block 19R, Fox Hollow Addition, an Addition to the City of North Richland Hills, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 388-177, Page/Slide 61 of the Plat Records of Tarrant County, Texas, and being further described in that certain Warranty Deed recorded on 10/21/1997 as Instrument No. D197194945 of the Official Records of Tarrant County, Texas.

ID: 14675-19R-28,

Initials AUA MW